

UNITED STATES DISTRICT COURT OF MASSACHUSETTS
BOSTON DIVISION

GIBSON FOUNDATION, INC.,)	
A DELAWARE CORPORATION,)	
)	
)	Case No. 1:20-CV-10682-IT
Plaintiff,)	
)	
vs.)	
)	
ROB NORRIS D/B/A THE PIANO MILL, A)	
CITIZEN OF MASSACHUSETTS; THE)	
PIANO MILL GROUP, LLC)	
)	
)	
Defendants.)	

STIPULATION FOR FINAL JUDGMENT

Plaintiff Gibson Foundation, Inc. (“Foundation”) and Defendants, Rob Norris, individually and D/B/A the Piano Mill and the Piano Mill Group, LLC (together the “Piano Mill Defendants”) stipulate as follows:

To expediate the resolution of the controversy between them, the parties enter this Stipulation conditioned on the Court’s entry of the proposed Final Judgment attached as Exhibit “A.” The Stipulation below will not bind the parties in the absence of the entry of such Final Judgment or an alternative judgment agreed to in writing by the parties.

The Piano Mill Defendants withdraw the Counterclaims labeled Counterclaim Count 1 “Request for Declaratory Judgment” and Counterclaim Count II “Request for Equitable Relief” asserted in their live Answer and Counterclaim (DKT #61).

The Foundation stipulates and agrees that in the event the matter is remanded to the District Court for proceedings of type or kind following or during an appeal, that the Foundation

will not oppose on any basis, including assertions of statute of limitations, but will instead agree to the reassertion by the Piano Mill Defendants or its assigns of the withdrawn counterclaims.

The parties jointly stipulate that the practical effect of the proposed judgment shall be suspended during the pendency of the appeal without bond required, such that no conveyance of the piano in question shall occur without the agreement of the parties or a revision of the Court's order. Such suspension of the proposed Final Judgment's effect shall terminate at the earlier of 60 days from the entry of judgment in the event the Foundation does not file a Notice of Appeal or 60 days from the entry of any mandate of the United Court of Appeals for the First Circuit affirming the District Court's judgment.

The parties jointly stipulate that the Court's award of costs of court to the Piano Mill Defendants shall be null and void in the event the United Court of Appeals for the First Circuit reverses the District Court's judgment.

The parties stipulate that the fact of this instrument, the parties' agreements in it, and the Piano Mills Defendants' withdrawal of counterclaims shall not be argued as a reason to enforce, uphold, reverse, or modify the District Court's judgment.

The parties limit their stipulations and agreements to those expressed in this instrument.

Respectfully submitted this the 19th day of October, 2022.

(Signature Block on Following Page)

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CERTIFICATE OF SERVICE

I hereby certify that on October 19, 2022, I electronically filed the foregoing paper with the Clerk of Court using the ECF system, which will sent notification of such filing to counsel of record.

Dated: October 19, 2022

BATES & BATES, LLC

By: /s/Andrea E Bates
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